



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Meeting Agenda Town Council



Tuesday, September 14, 2021

7:00 PM

Council Chambers - Room 110

7:00-7:05

A. ROLL CALL

7:05-7:15

B. SWEARING IN OF TOWN MANAGER RICHARD J. WHITE III

7:15-7:30

C. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS

1. [21-286](#) Proclamation - Hispanic Heritage Month
2. [21-287](#) Proclamation - Small Business Week
3. [21-292](#) Proclamation - Mayors' Monarch Pledge Day

7:30-7:35

D. ANNOUNCEMENT OF UPCOMING MEETINGS

7:35-7:50

E. PUBLIC COMMENT

Comments are limited to three minutes per speaker.

7:50-8:00

F. CONSENT AGENDA

1. [21-285](#) Approval of Minutes from the June 15 and June 22, 2021 Meetings

2. [21-277](#) A Request to Adopt a Resolution to Award a Service Sidearm to a Retired Police Lieutenant
- PURPOSE:** Police Lieutenant Landis Cannady retired from the Town of Carrboro Police Department on August 1, 2021 after 20+ years of service to the Town and over 40 years of total law enforcement service. The Police Department would like to award Lt. Cannady his service sidearm to recognize his dedication to duty and his service to the Town of Carrboro. The Town Council is requested to adopt by resolution, Town staff's recommendation to award the service side arm to Lt. Cannady.
- Attachments:** [GS 20-187.2](#)
3. [21-281](#) Conditional Use Permit Extension Request for Lloyd Farm, Phase 1 at 700 & 706 Old Fayetteville Road
- PURPOSE:** The Town Council is asked to review a request for an extension of date when Conditional Use Permit would otherwise expire for Lloyd Farm, Phase 1. This CUP permit expires on October 22nd, 2021. The town staff recommends approval of the request.
- Attachments:** [Attachment B-Letter from Applicant](#)
[Attachment A-Staff Report](#)
[Attachment C-CUP Extension Resolution](#)
4. [21-288](#) Adoption of a Town Code Amendment to Add Two Seats to the Stormwater Advisory Commission
- PURPOSE:** The purpose of this item is to create two additional seats on the Stormwater Advisory Commission.
- Attachments:** [Attachment A - Draft Ordinance](#)
5. [21-291](#) Resolution Considering Parking Lease Agreement with Fitch Lumber
- PURPOSE:** This is a parking lease agreement with Fitch Lumber to lease a parcel of property at 502B N. Greensboro St for parking during the construction of the 203 Project.
- Attachments:** [Attachment A - Draft Parking Lease Agreement](#)

6. [21-282](#) Quarterly Reports (2021 Q1 & Q2) for the Town of Carrboro's CDBG-CV Grant No. 25-V-3525
PURPOSE: The purpose of this item is to provide an update on the Town of Carrboro's Community Development Block Grant - Coronavirus (CDBG-CV) from the North Carolina Department of Commerce.
Attachments: [Attachment A - First & Second Quarter Reports - CDBG-CV Grant No. 25-V-3525](#)
7. [21-293](#) Powell Bill Special Revenue Fund Ordinance
PURPOSE: To move accounting for Powell Bill funds from the General Fund to a Special Revenue Fund
Attachments: [Attachment A - Powell Bill Special Revenue Fund Ordinance](#)
8. [21-272](#) Request to Authorize the Town Manager to Execute a Memorandum of Agreement to Accept Transportation Demand Management Grant Funds for FY21-22
PURPOSE:
The purpose of this agenda item is for the Town Council to consider authorizing the Town Manager to enter into a MOA for the FY 21-22 TDM Grant Program.
Attachments: [Attachement A - Resolution](#)

G. OTHER MATTERS

8:00-8:45

1. [21-280](#) Presentation on the 2050 Metropolitan Transportation Plan Alternatives Analysis
PURPOSE: The purpose of this agenda item is for the Town Council to receive a presentation on the development of the 2050 Metropolitan Transportation Plan with a focus on the alternative analysis. Andy Henry, Senior Transportation Planner with the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) will make the presentation.
Attachments: [Attachment A - Resolution](#)
[Attachment B - 2050 MTP Goals and Objectives](#)
[Attachment C - MPO Background Information](#)

8:45-9:15

2. [21-284](#)

Status Report on American Rescue Plan Act Funding

PURPOSE: To amend the ARPA Grant Project Ordinance to reflect the final award amount; update the Council on grants to small businesses and provide information on interviews with nonprofit/human services organizations and the first steps for obtaining public input on possible ARPA priorities.

Attachments: [Amendment to ARPA Project Ordinance 9-14-2021](#)

H. MATTERS BY COUNCIL MEMBERS



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Agenda Item Abstract

File Number:21-286

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

Proclamation - Hispanic Heritage Month



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Agenda Item Abstract

File Number:21-287

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

Proclamation - Small Business Week



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Agenda Item Abstract

File Number:21-292

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

Proclamation - Mayors' Monarch Pledge Day



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Agenda Item Abstract

File Number:21-285

Agenda Date: 9/14/2021

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In Control: Board of Aldermen

Version: 1

Approval of Minutes from the June 15 and June 22, 2021 Meetings



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Agenda Item Abstract

File Number:21-277

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

A Request to Adopt a Resolution to Award a Service Sidearm to a Retired Police Lieutenant

PURPOSE: Police Lieutenant Landis Cannady retired from the Town of Carrboro Police Department on August 1, 2021 after 20+ years of service to the Town and over 40 years of total law enforcement service. The Police Department would like to award Lt. Cannady his service sidearm to recognize his dedication to duty and his service to the Town of Carrboro. The Town Council is requested to adopt by resolution, Town staff's recommendation to award the service side arm to Lt. Cannady.

DEPARTMENT: Police

CONTACT INFORMATION: Chief Chris Atack, 919-918-7407

INFORMATION: As a certified law enforcement officer within the State of North Carolina, Lt. Cannady has the right under NCGS 20-187.2 to request that he be allowed to purchase his on-duty handgun from the Town. He has made such a request. The Council has traditionally awarded service sidearms to retiring officers free of charge. Based upon the action taken by the Town Council for previous retiring police officers, Town staff recommends that the Town Council award Lt. Cannady his service side arm.

FISCAL & STAFF IMPACT: The value of the handgun is \$250.00

RECOMMENDATION: Staff recommends that the Board approve the attached resolution.

§ 20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths, and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year.

(c) For purposes of this section, certified probation and parole officers shall be considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b).)



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Agenda Item Abstract

File Number:21-281

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Conditional Use Permit Extension Request for Lloyd Farm, Phase 1 at 700 & 706 Old Fayetteville Road

PURPOSE: The Town Council is asked to review a request for an extension of date when Conditional Use Permit would otherwise expire for Lloyd Farm, Phase1. This CUP permit expires on October 22nd, 2021. The town staff recommends approval of the request.

DEPARTMENT: Planning Department

CONTACT INFORMATION: James Thomas, 918-7335 or jthomas@townofcarrboro.org

INFORMATION: The applicant/property owner, Harris Teeter, has requested that the date on which a previously issued Conditional Use Permit (CUP) that expires on October 22nd, 2021 be re-established to an expiration date of October 22nd, 2023.

The Town Council originally granted the Conditional Use Permit on October 22nd, 2019. The CUP allowed for the construction of Lloyd Farm, Phase 1 entailing a Harris Teeter grocery store, out buildings and related infrastructure (ie. roads, sidewalks etc).

FISCAL & STAFF IMPACT: None

RECOMMENDATION: The Town Staff recommends that the Town Council adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be October 22nd, 2023



Post Office Box 10100
Matthews, N.C. 28106-0100
Telephone: (704) 844-3100

Marty Roupe
Development Review Administrator
Town of Carrboro
301 W Main Street
Carrboro, NC 27510

Re: Lloyd Farm Development
700 & 706 Old Fayetteville Road

Dear Marty:

This letter serves as a request for a two-year extension of the Conditional Use Permit for the above referenced project.

After approval of the Conditional Use Permit in October 2019, the property was purchased from the Lloyd Estate and individual family members in early 2020. Carrboro Retail LLC and Harris Teeter Properties LLC are proceeding with the development of the project and, after delays due to the COVID-19 pandemic, have turned civil engineering documents into the various permitting agencies for review. The architectural documents are almost complete and will be submitted soon as well.

While we are moving sequentially towards a construction start, it is clear we will not have construction permits in place and enough construction progress to meet the ordinance requirements by late October 2021. Additionally, given the vast amount of on- and off-site work required to allow vertical building development to occur, it is highly questionable whether we can meet the required threshold by late October 2022. A two-year extension will allow us ample time to do so.

Thank you for your consideration and please don't hesitate to reach out should you have any questions.

Sincerely,



Jacob Phares

Carrboro Retail, LLC

STAFF REPORT

TO: Town Council

DATE: September 14th, 2021

PROJECT: Conditional Use Permit Extension Request for Lloyd Farm, Phase 1 at 700 & 706 Old Fayetteville Road

APPLICANT/OWNER: Harris Teeter
Attention: Jacob Phares
PO Box 10100
Matthews, NC 28106-0100

PURPOSE: Request for an extension of date when Conditional Use Permit would otherwise expire for Lloyd Farm, Phase 1. This CUP permit expires on October 22nd, 2021.

EXISTING ZONING: B-4-CZ

PIN: 9778-09-7922 & 9778-19-6618

LOCATION: 700 & 706 Old Fayetteville Road

TRACT SIZE: 35.4 acres (1,542,024 square feet)

EXISTING LAND USE: Vacant

PROPOSED LAND USE: High-volume retail- use# 2.110, 2.250, Restaurant- use# 8.100, 8.200, Dry cleaner/laundromat- use# 16.200, Gas station- use# 9.300, Amphitheater- use# 6.210 etc.

SURROUNDING LAND USES: North: R-20, single-family residences (Plantation Acres Subdivision)
South: B-4, commercial building (Carrboro Plaza)
West: WR, single-family residences
East: R-20, single-family residences (Plantation Acres Subdivision)

RELEVANT ORDINANCE SECTIONS: Section 15-62 Expiration of Permits

BACKGROUND

The applicant/property owner, Harris Teeter, has requested that the date on which a previously issued Conditional Use Permit (CUP) that expires on October 22nd, 2021 be re-established to an expiration date of October 22nd, 2023.

The Town Council originally granted the Conditional Use Permit on October 22nd, 2019. The CUP allowed for the construction of Lloyd Farm, Phase 1 entailing a Harris Teeter grocery store, out buildings and related infrastructure (ie. roads, sidewalks etc).

APPLICABLE LUO PROVISIONS

Extensions to the date on which a permit would otherwise expire must be granted in accordance with Section 15-62 (Expiration of Permits) of the LUO. Specifically, please note that Section 15-62(a) of the LUO dictates that the CUP would expire on October 22nd, 2021 in this case because less than ten percent (10%) of the total cost of all construction, erection, alteration, excavation, demolition, or similar work on the development authorized by the permit has been completed on the site.

Section 15-62(c) gives the permit-issuing authority (Town Council) the authority to grant an extension to the date on which the permit would otherwise expire. Section 15-62(c) reads as follows:

“(c) The permit-issuing authority may extend for a period up to two years the date when a permit would otherwise expire pursuant to subsections (a) and (b) if it concludes that (i) the permit has not yet expired, (ii) the permit recipient has proceeded with due diligence and in good faith, and (iii) conditions have not changed so substantially as to warrant a new application. Successive extensions may be granted for periods up to two years upon the same findings. All such extensions may be granted without resort to the formal processes and fees required for a new permit.”

Staff offers the following information related to the conditions outlined in Section 15-62(c):

1. The permit has not yet expired.

COMPLIANCE: *No, the permit has not expired. The permit is set to expire on October 22nd, 2021.*

2. The permit recipient has proceeded with due diligence and in good faith.

COMPLIANCE: *Yes, the permit recipient has proceeded with due diligence and in good faith. VHB Engineering, consulting engineer is close to having Construction Plan approval for Phase 1 of Lloyd Farm.*

3. Conditions have not changed so substantially as to warrant a new application.

COMPLIANCE: *Yes, it is true that conditions have not changed so substantially as to warrant a new application. No changes to the property have taken place since the permit was originally approved.*

RECOMMENDATION

The Town Staff recommends that the Town Council adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be October 22nd, 2023.

A RESOLUTION APPROVING THE EXTENSION OF THE DATE ON WHICH THE CUP FOR LLOYD FARM, PHASE 1 AT 700 & 706 OLD FAYETTEVILLE ROAD WOULD OTHERWISE EXPIRE

WHEREAS, the Town Council approved a Conditional Use Permit for Lloyd Farm, Phase 1 at 700 & 706 Old Fayetteville Road on October 22nd, 2019; and

WHEREAS, Section 15-62(a) of the Town of Carrboro Land Use Ordinance allows for extension; and

WHEREAS, the Town Council finds, per Section 15-62(c) of the LUO, that: 1.) the CUP has not expired, and 2.) the permit recipient has proceeded with due diligence and good faith, and 3.) conditions have not changed so substantially as to warrant a new application.

NOW, THEREFORE BE IT RESOLVED by the Town Council that the expiration date for Lloyd Farm, Phase 1 Conditional Use Permit is hereby extended to October 22nd, 2023.

This the 14th day of September 2021.



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Agenda Item Abstract

File Number:21-288

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Adoption of a Town Code Amendment to Add Two Seats to the Stormwater Advisory Commission

PURPOSE: The purpose of this item is to create two additional seats on the Stormwater Advisory Commission.

DEPARTMENT: Town Clerk and Town Attorney

CONTACT INFORMATION: Cathy Dorando and Nick Herman

INFORMATION: During the June 22, 2021 Town Council meeting staff was asked to bring back an amendment to the Town Code to create two additional seats on the Stormwater Advisory Board. Staff has attached the ordinance amending the membership.

FISCAL & STAFF IMPACT: None

RECOMMENDATION: Staff recommends that the Town Council adopt the ordinance.

**AN ORDINANCE TO AMEND SECTION 3-24.15 OF THE TOWN CODE
TO INCREASE THE MEMBERSHIP OF THE STORMWATER ADVISORY
COMMISSION**

WHEREAS, the Carrboro Town Council ordains:

Section 1. Section 3-24.15 of Chapter 3, Article V of the Carrboro Town Code is rewritten as follows:

Section 3-24.15 Carrboro Stormwater Advisory Commission

(a) Composition. There shall be a Carrboro Stormwater Advisory Commission composed of nine (9) members and one (1) liaison member. The liaison member shall be a member of the Town Council appointed by the Town Council. The voting members shall be appointed by the Town Council and shall be composed as follows:

- (1) Seven (7) residents of the Town of Carrboro;
- (2) One resident of the Town's extraterritorial zoning jurisdiction or the Town; and
- (3) One member who need not be a resident of the Town of Carrboro, but who must possess special expertise related to stormwater management.

(b) Term. The nine (9) regular members of the Commission shall serve three (3) year, staggered terms, and shall continue to serve as members until their successors have been appointed. Members may serve up to two (2) consecutive full terms in the discretion of the Town Council.

Section 2. All provisions of any Town ordinance in conflict with this Ordinance are repealed.

Section 3. This Ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this ____ day of _____, 2021.

Ayes: ____

Noes: ____

Absent or Excused: ____



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Agenda Item Abstract

File Number:21-291

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Resolution Considering Parking Lease Agreement with Fitch Lumber

PURPOSE: This is a parking lease agreement with Fitch Lumber to lease a parcel of property at 502B N. Greensboro St for parking during the construction of the 203 Project.

DEPARTMENT: Economic Development

CONTACT INFORMATION: Jon Hartman-Brown, 919-391-7846, JHartman-Brown@TownofCarrboro.org

INFORMATION: This lease will add approximately 19 spaces to the Town's public parking inventory. Fitch Lumber has agreed to lease this lot to the Town for 3 years to help alleviate parking for the construction of the 203 Project. The lot already has improvements completed but will need to add some lighting which has been discussed with Duke Energy. The improvements on this site also are not conducive to an ADA parking space, rather, staff are planning to incorporate the same number of required ADA parking spaces, but concentrating them on the main Fitch Lumber lot (lease forthcoming). The lease rate will be \$365 per space per year.

FISCAL & STAFF IMPACT: Total annual estimated costs to be \$7,500 which includes the lease and estimated electric usage.

RECOMMENDATION: Staff recommends approval of the lease agreement.

NORTH CAROLINA

ORANGE COUNTY

LEASE AGREEMENT AND OPTION CONTRACT

THIS LEASE AGREEMENT AND OPTION CONTRACT (the “Agreement”) is made and entered into this the ____ day of _____, 2021, by and between the TOWN OF CARRBORO, North Carolina, a North Carolina municipal corporation, with its municipal offices at 301 West Main Street, Carrboro, NC 27510 (hereinafter referred to as “Lessee”), and Fitch Lumber Company, Inc., a North Carolina corporation, 502 North Greensboro Street, Carrboro, NC 27510 (hereinafter referred to as “Lessor”).

I. LEASE AGREEMENT (the “Lease”)

IN CONSIDERATION of the covenants and agreements hereinafter set forth, Lessor does hereby demise and lease to Lessee for the term and upon the conditions hereinafter set out, the exclusive use of the property located at 502B North Greensboro Street, Carrboro, North Carolina (Orange County PIN 9778876689; the “Property”). The lease area of the Property is depicted on Exhibit A attached hereto and incorporated herein by reference. The property is to be leased for use as a parking lot.

TO HAVE AND TO HOLD said Property and the privileges and appurtenances thereto belonging to Lessor, his representatives, successors and assigns, upon the following terms and conditions:

1. Term. This Lease shall begin on the ____ day of _____, 2021, hereinafter referred to as the “Commencement Date,” and shall continue for a term of three (3) year, provided that either party may terminate the lease sooner upon giving the other party ninety (90) days advance written notice of termination.

2. Automatic Renewal. The term of this Lease shall be automatically renewed and extended on a month-to-month UNLESS either party notifies the other of its intent NOT to renew at least ninety (90) days prior to the expiration of the original term; or

3. Rental. As rental for the Property, Lessee shall pay to Lessor each year of the Lease an amount equal to \$365 per parking space located on the leased area of the Property. Lessee shall, prior to commencing use of the Property, prepare at Lessee's own cost and deliver to Lessor with an estimate of the cost of any improvements to the Property deemed necessary by Lessee, a design and layout of the leased area showing the number of parking spaces to be marked and established on the Property. A copy of the parking lot plans and cost estimate shall then be attached to this lease as Exhibit B, and the number of parking spaces shown on Exhibit B shall become the basis for calculating the rent payment due. The costs, if any, actually incurred by Lessee to improve the parking lot area on the Premises shall be credited toward the rental due from Lessee to Lessor until the credit due to Lessee for the cost of said improvements is exhausted. The first year's rental payment and/or a certification from Lessee to Lessor of the cost of improvements actually incurred by Lessee to make the parking lot area suitable for use by Lessee, shall be delivered to Lessor within ___ days of completion by Lessee of the parking lot improvements. The yearly rental for each subsequent year shall be payable in one installment on or before the anniversary of the Commencement Date for each year of the lease term.

4. Use. Lessee shall use and occupy the Property throughout the duration of the Lease term only for a municipal parking lot. The parking lot on the Property shall be available for use twenty-four (24) hours per day, seven (7) days per week; HOWEVER, no overnight parking (between the hours of 3:00 a.m. and 7:00 a.m.) shall be permitted in the parking lot. No unlawful or offensive use shall be made of the Property. Lessee agrees to use the Property in a

careful manner and to comply with all laws, ordinances and governmental restrictions relating to the use of said Property. Lessee shall not permit a nuisance to exist upon the Property, and Lessee hereby agrees to hold Lessor harmless from any and all acts committed or permitted by Lessee upon the Property resulting from the creation of a nuisance or other use of the Property prohibited by law. Lessee shall monitor use of the lease area to ensure compliance with these terms.

5. Upfit, Repairs and Maintenance. Lessee shall be responsible for all costs of improvements it deems necessary or appropriate to make the condition of the leased area of the Property suitable for the parking lot use. Lessee shall also, at its sole cost and expense, provide signage on the Property to identify the parking lot area which is the subject of this lease. Plans for all such improvements shall be approved by Lessor in advance of the work, such approval not to be unreasonably withheld, conditioned or delayed. Lessee agrees that during the term of this Lease, Lessee will, at its own expense, keep and maintain the parking lot on the Property in good condition.

Lessee agrees that it shall not, except with the prior written consent of Lessor, make any permanent structural alterations or additions to the lease area on the Property. Lessor shall not unreasonably withhold, condition or delay said consent.

If improvements are made, Lessee agrees that when completed, such improvements shall be free and clear of all claims for liens by mechanics or materialmen for and on account of labor and material, and Lessee indemnifies Lessor from and against any such costs, expenses and liabilities including, but not limited to, any and all liabilities from mechanic's, laborer's, or materialmen's liens.

Upon the expiration or termination of the term of this Lease, Lessee shall quit and surrender to Lessor the Property and any permanent improvements. Any temporary structures installed during the term of this Lease shall be removed by Lessee on or before the expiration or termination date of this Lease.

7. Taxes and Assessments. During the term of this Lease, Lessor shall be responsible for and shall pay all property taxes and assessments which may be assessed or levied upon the Property.

8. Utilities. During the term of this Lease, Lessee shall provide and pay the bills for all utilities, including but not limited to electricity and any other utility charges arising out of Lessee's use of the Property during the term of this Lease. Lessee shall cause a separate utility billing account to be created and separate meter(s) to be installed for any utilities it may use on the Property.

9. Insurance and Indemnity. Lessee warrants and covenants that at all times during the term of this Lease, the coverage provided by its General Liability Insurance Policy shall extend to the Property and the use of such as a public parking lot. Lessee shall furnish proof of such insurance upon Lessor's request.

Lessee further agrees that it will indemnify Lessor and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damages to property arising from or out of any occurrence in, upon or at the leased area of the Property, or the occupancy or use by Lessee of the Property or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, sublessees or concessionaires. In case Lessor shall, without fault on their part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect

and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation.

10. Subrogation and Release. Lessor and Lessee release each other (including employees, agents, officers, officials and directors of each other) from all liability, whether for negligence or otherwise, in connection with a loss covered by any insurance policies which the releasor carries with respect to the Property or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies.

11. Personal Property and Improvements. Any equipment, temporary structures and other personal property installed in or attached to the Property by and at the expense of Lessee shall remain the property of the Lessee. Lessor agrees that Lessee, if not in default hereunder, shall have the right to remove any and all such equipment, temporary structures and other personal property which may be stored or installed on or attached to the Property; Lessee, however, shall upon such removal restore the Property to substantially the same condition in which it was prior to the installation or attachment of such equipment, temporary structures or other personal property, reasonable wear and tear excepted; further, Lessee shall remove any such equipment, temporary structures or other personal property on or before the expiration or termination date of this Lease, or any extension thereof.

12. Default. The happening of one or more of the following listed events (hereinafter referred to singularly as "event of default") shall constitute a breach of this Lease on the part of Lessee, namely:

- a. Failure of Lessee to pay any rents payable under this Lease; or

- b. Failure of Lessee to perform fully and promptly any act required of it in the performance of this Lease or otherwise to comply with any term or provision hereof.

Upon the happening of any event of default and failure of Lessee to cure or remove the same within fifteen (15) days after written notice to do so given by Lessors to Lessee, Lessors, at their election, may terminate this Lease by written notice of its election to do so given by Lessors to Lessee.

13. Expiration and Termination. Upon the expiration or termination of this Lease or any extension thereof, Lessee shall promptly surrender possession of and vacate the Leased Premises and deliver possession thereof to Lessors.

14. Subletting and Assignment. Lessee shall not sublet the Property or any part thereof or assign this Lease or any part thereof without the prior written consent of Lessor for parking lot use only.

15. Holding Over. Each holding over after the expiration of the term(s) hereof, with the consent of Lessor, shall be construed to be a tenancy from month-to-month with rental payable at a rate of one-twelfth ($1/12$) of the yearly rental in advance and shall be on the terms and conditions herein specified so far as applicable.

16. No Waiver. No provision of this Agreement shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties.

17. Holidays. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

18. Notices. Any notices, requests or other communication to be given by either party hereto shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed (until another address is supplied to the other party by the addressee) as follows:

NOTICE GIVEN TO LESSOR:
David Fitch
Fitch Lumber
309 N. Greensboro St
Carrboro, North Carolina 27510

NOTICE GIVEN TO LESSEE:
Town Manager
Town of Carrboro
301 W. Main Street
Carrboro, North Carolina 27510

For all purposes hereunder, a notice shall be deemed given on the date on which it is mailed.

19. Successors. Lessor and Lessee agree that all provisions hereof shall bind and inure to the benefit of all parties hereto, their respective heirs, legal representatives, assigns, and successor or successors.

20. Entire Agreement. This writing contains a full, final and complete contract of the parties.

21. Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

22. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Attorney's Fees. In the event of any breach or default hereof by a party, the non defaulting party shall be entitled to recover its costs and expenses of litigation and settlement, including, without limitation, attorney's fees and expenses, court costs, settlement costs and experts' costs and fees.

24. Counterparts. This Lease may be executed in several identical counterparts, each of which shall be considered an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed by duly authorized individuals or officers (as the case may be) and their seal, if any, to be hereunto affixed, and the Lessee's Town Council authorization having been duly given, as of the day and year first above written.

Town of Carrboro, LESSEE:

BY: _____
Richard J. White III, Town Manager

Fitch Lumber Company, Inc., LESSOR:

BY: _____
David Fitch, President

ATTEST:

Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Agenda Item Abstract

File Number:21-282

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Quarterly Reports (2021 Q1 & Q2) for the Town of Carrboro's CDBG-CV Grant No. 25-V-3525

PURPOSE: The purpose of this item is to provide an update on the Town of Carrboro's Community Development Block Grant - Coronavirus (CDBG-CV) from the North Carolina Department of Commerce.

DEPARTMENT: Housing and Community Services

CONTACT INFORMATION: Rebecca Buzzard, Housing and Community Services Director,
rbuzzard@townofcarrboro.org <<mailto:rbuzzard@townofcarrboro.org>>, 919-918-7438

INFORMATION: On August 25, 2020, Governor Roy Cooper announced funding for three initiatives to help North Carolinians with rental and utility payments in the wake of the COVID-19 pandemic. One of these initiatives provided the availability of \$27.5 million from a federal Community Development Block Grant - Coronavirus (CDBG-CV) to be administered by incorporated municipalities with under 50,000 residents and counties with under 200,000 residents, through the North Carolina Department of Commerce. Local governments were encouraged to prioritize the support of rental and utility payments and prevent evictions for those with a demonstrated need.

The Town of Carrboro applied for and was awarded CDBG-CV funds to be used with the County's existing Emergency Housing Assistance (EHA) program, which provides financial assistance to help Orange County residents with low incomes secure and maintain stable housing.

As part of the CDBG-CV grant compliance requirements, the Town of Carrboro must provide quarterly written status reports to Town Council on the use of the CDBG-CV funds. Each quarterly report must be signed by the Mayor and submitted to the NC Department of Commerce. Attachment A contains the first and second quarterly reports for the grant, covering the first and second quarters of calendar year 2021. The Town received approval to begin expending CDBG-CV funds from the Department of Commerce on May 13, 2021, therefore the reports cover funds provided to residents from May 13, 2021-June 30, 2021. A detailed report on the EHA program will be part of the affordable housing year in review presentation on October 5, 2021 and will provide time for Council Member discussion and questions. The upcoming report will also present eviction data and project future EHA needs.

FISCAL & STAFF IMPACT: None noted in relation to the receipt of this report. Review and

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submission of quarterly reports is required in order to maintain compliance with the terms of the Town of Carrboro's \$900,000 CDBG-CV grant. After the first two quarters, \$725,650.04 remains in the grant fund. All funds must be obligated by March 17, 2023.

RECOMMENDATION: Staff recommends that the Town Council review the quarterly reports and authorize the Mayor to sign the reports for submission to the NC Department of Commerce.



Town of Carrboro
Housing and Community Services Department

Quarterly Report: Town of Carrboro CDBG-CV Grant No: 25-V-3525 - Emergency Housing Assistance

Quarter: **First Quarter - Jan, Feb, & March 2021**

Amount of Funds Disbursed: **\$0.00**

Number of Households Assisted: **0**

DEMOGRAPHICS

Applicant Race	Count	% of Total
White/Caucasian	0	0%
Black/African American	0	0%
Multiracial	0	0%

Applicant Ethnicity	Count	% of Total
Hispanic and/or Latinx	0	0%
Not Hispanic and/or Latinx	0	0%

Household Income	Count	% of Total
30% AMI	0	0%
50% AMI	0	0%
60% AMI	0	0%

ASSISTANCE PROVIDED

Expense Type	Amount	% of Total Funds Disbursed
Rent Payments (Current and/or Future)	\$0.00	0%
Rent Arrears	\$0.00	0%
Utility Payments	\$0.00	0%
Mortgage Payments	\$0.00	0%

*** CDBG-CV Funds were not released until May 13, 2021, therefore, the Q1 report did not result in any disbursements.***

This quarterly report was received and reviewed by the Town Council for the Town of Carrboro on the _____ day of _____, 2021.

Lydia Lavelle, Mayor
Town of Carrboro



Town of Carrboro
Housing and Community Services Department

Quarterly Report: Town of Carrboro CDBG-CV Grant No: 25-V-3525 - Emergency Housing Assistance

Quarter: Second Quarter - April, May, & June 2021

Total Amount of Funds Disbursed: \$174,349.96

EHA Payments for Carrboro Residents: \$158,499.96

EHA Administration Costs: \$15,850.00

Number of Households Assisted: 37

Average Amount of Assistance Per Household: \$4,283.78

DEMOGRAPHICS

Applicant Race	Count	% of Total
White/Caucasian	9	24.3%
Black/African American	21	56.8%
Multiracial	5	13.5%
Asian	1	2.7%
Unknown	1	2.7%

Applicant Ethnicity	Count	% of Total
Hispanic and/or Latinx	8	21.6%
Not Hispanic and/or Latinx	29	78.4%

Household Income	Count	% of Total
30% AMI	31	83.8%
50% AMI	5	13.5%
60% AMI	1	2.7%

ASSISTANCE PROVIDED

Expense Type	Amount	% of Total Funds Disbursed
Rent Payments (Current and/or Future)	\$65,926.41	41.6%
Rent Arrears	\$85,340.79	53.8%
Rent Deposits/Fees	\$2,413.00	1.5%
Utility Payments	\$4,819.76	3.1%
Mortgage Payments	\$0.00	0.0%

This quarterly report was received and reviewed by the Town Council for the Town of Carrboro on the _____ day of _____, 2021.

Lydia Lavelle, Mayor
Town of Carrboro



Town of Carrboro

Town Hall
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Carrboro, NC 27510

Agenda Item Abstract

File Number:21-293

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Powell Bill Special Revenue Fund Ordinance

PURPOSE: To move accounting for Powell Bill funds from the General Fund to a Special Revenue Fund

DEPARTMENT: Finance

CONTACT INFORMATION: Arche McAdoo, 919-918-7439; Cary McNallan, 919-918-7301

INFORMATION: Each year, the Town qualifies for a portion of the State Aid to Municipalities Highway Fund (aka Powell Bill Fund). These funds may be used for maintaining, repairing, and constructing streets, bikeways, etc. within the Town's corporate limits.

In the past, these funds have been recorded in the Town's General Fund. In an effort to streamline the accounting of these funds, and to provide a more transparent method of reporting the Powell Bill revenues and expenditures, staff is recommending that a special revenue fund be established for the sole purpose of recording all Powell Bill transactions. General accounting rules allow for this type of reporting structure and many other local governments have established special revenue funds for their own Powell Bill funds.

FISCAL & STAFF IMPACT: There is no overall fiscal impact for the Town. This will simply result in a change in reporting by shifting the Powell Bill funds from the General Fund to a Special Revenue Fund.

RECOMMENDATION: Staff recommends that the Council approve Attachment A, an ordinance to establish a Powell Bill Special Revenue Fund.

POWELL BILL SPECIAL REVENUE FUND ORDINANCE

WHEREAS, the Town of Carrboro qualifies for a portion of the State Aid to Municipalities Highway Fund (Powell Bill Fund); and

WHEREAS, as specified in G. S. 136-41.1 allocation to the qualifying municipalities is determined by a formula based on population (75 percent) as certified by the State Planning Officer and local street mileage (25 percent) as certified by the participating municipality; and,

WHEREAS, Powell Bill funds are primarily for resurfacing of streets within the corporate limits of the municipality; and,

WHEREAS, this allocation may also be used for the purposes of maintaining, repairing, constructing, reconstructing or widening of any street or public thoroughfare including bridges, drainage, curb, gutter, planning, construction and maintenance of bikeways, greenways or sidewalks pursuant to G.S. 136-41.1 within the corporate limits; and,

WHEREAS, the Town of Carrboro has historically maintained and accounted for this allocation in its General Fund; and,

WHEREAS, a Special Revenue Fund is more appropriate for the accounting and reporting the use of this allocation, particularly when there is carryover of the allocation at yearend; and,

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF CARRBORO, NORTH CAROLINA THAT:

1. A Special Revenue Fund entitled “Powell Bill Funds” is hereby established for the purpose of managing and accounting for the Town’s Powell Bill allocation.
2. Powell Bill Funds shall be used only for resurfacing of streets and other purposes pursuant to G.S. 136-41.1 within the corporate limits of the municipality.
3. The expenditure of Powell Bill Funds will be used in compliance with provisions of the G.S. 136-41.1 and other directives as may be issued by the North Carolina Department of Transportation.
4. Within five (5) days after adoption of this ordinance, the Town Clerk shall file a copy of this grant funding project ordinance with the Finance Director.
5. This Ordinance is effective July 1, 2021 and shall remain in effect until rescinded by the Town Council.



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Agenda Item Abstract

File Number:21-272

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Request to Authorize the Town Manager to Execute a Memorandum of Agreement to Accept Transportation Demand Management Grant Funds for FY21-22

PURPOSE:

The purpose of this agenda item is for the Town Council to consider authorizing the Town Manager to enter into a MOA for the FY 21-22 TDM Grant Program.

DEPARTMENT: Planning

CONTACT INFORMATION:

Zachary Hallock, Transportation Planner, 919-918-7329, zhallock@townofcarrboro.org <<mailto:zhallock@townofcarrboro.org>>; Tina Moon, Planning Administrator, 919-918-7324, cmoon@townofcarrboro.org <<mailto:cmoon@townofcarrboro.org>>; Trish McGuire, Planning Director, 919-918-7327, pmcguire@townofcarrboro.org <<mailto:pmcguire@townofcarrboro.org>>

INFORMATION:

On January 12, 2021 the Town Council approved continued participation in the Triangle J Council of Governments (TJCOG) Transportation Demand Management (TDM) Program for FY21-22. ([Town of Carrboro - File #: 20-439 <https://carrboro.legistar.com/LegislationDetail.aspx?ID=4747838&GUID=F16B1649-B5EB-449F-AF1B-A2E64218B219&Options=&Search=>](https://carrboro.legistar.com/LegislationDetail.aspx?ID=4747838&GUID=F16B1649-B5EB-449F-AF1B-A2E64218B219&Options=&Search=)) At that time, due to the impacts of the COVID-19 pandemic, it was unclear how much funding would be made available to the TDM program as a whole and how much Carrboro might receive. As part of that approval, staff indicated that they would bring back a future agenda item, for Council to approval, once the financial details were solidified. As such, this item includes the financial details for the FY21-22 TDM grant program.

As noted in the January agenda item, Chapel Hill serves as the primary recipient of the TJCOG TDM program grant, with Carrboro as a sub-recipient of Chapel Hill. The grant allows for 50% reimbursement of eligible expenses (such as staff time toward TDM efforts or vehicle costs for Open Streets), which we submit documentation of to Chapel Hill before the end of the fiscal year.

The total grant value for the FY21-22 TDM grant program is \$7,500 represents an increase from the previous year (up \$4,500 from FY20-21). This amount can fluctuate from year to year, especially due to the recent impacts of the COVID-19 pandemic.

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The TDM grant funds are applicable for reimbursable expenses (50% reimbursement) during the period from July 1, 2021 through June 30, 2022.

FISCAL & STAFF IMPACT:

The total value of the grant is \$3,750 and requires a local match of \$3,750, which is provided through in-kind, services (staff time). This staff time is a portion of the Transportation Planner's time that is spent on TDM activities, outreach materials, plus any documented expenses related to the annual Open Streets event incurred between July 1, 2021 through June 30, 2022.

RECOMMENDATION:

Staff recommends that the Town Council consider the attached resolution (Attachment A) authorizing the Town Manager to execute the TDM Grant MOA for FY21-22.

REGIONAL TRANSPORTATION DEMAND MANAGEMENT GRANT
PROJECT ORDINANCE

WHEREAS, the North Carolina Department of Transportation, Capital Area MPO, and Durham-Chapel Hill-Carrboro MPO have provided funding to the Triangle J Council of Governments to support Transportation Demand Management activities in the region; and

WHEREAS, the Town of Carrboro has partnered with the Town of Chapel Hill since 2010 on Transportation Demand Management program promotions; and

WHEREAS, Carrboro has developed a set of Transportation Demand Management activities as a sub-recipient of the Town of Chapel Hill's FY2021-22 Transportation Demand Management grant application;

WHEREAS, Carrboro will receive up to \$3,750 or 50% reimbursement of expenses up to \$7,500 for Transportation Demand Management activities (such as Open Streets, a portion of the Transportation Planner's salary, and outreach materials);

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that:

The Council authorizes continued participation in regional Transportation Demand Management funding in FY2021-22, with the Town of Chapel Hill.

The Transportation Demand Management funding shall be used for Open Streets, a portion of the Transportation Planner's salary, and outreach materials.

Within five (5) days after this resolution is adopted, the Town Clerk shall file a copy of this resolution with the Town Manager and Finance Director.

This resolution shall be effective upon adoption by the Carrboro Town Council.



Town of Carrboro

Town Hall
301 W. Main St.
Carrboro, NC 27510

Agenda Item Abstract

File Number:21-280

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Presentation on the 2050 Metropolitan Transportation Plan Alternatives Analysis

PURPOSE: The purpose of this agenda item is for the Town Council to receive a presentation on the development of the 2050 Metropolitan Transportation Plan with a focus on the alternative analysis. Andy Henry, Senior Transportation Planner with the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) will make the presentation.

DEPARTMENT: Planning

CONTACT INFORMATION: Zachary Hallock, Transportation Planner, 919-918-7329, zhallock@townofcarrboro.org <<mailto:zhallock@townofcarrboro.org>>; Tina Moon, Planning Administrator, 919-918-7325, cmoon@townofcarrboro.org <<mailto:cmoon@townofcarrboro.org>>; Trish McGuire, Planning Director, 919-918-7327, pmcguire@townofcarrboro.org <<mailto:pmcguire@townofcarrboro.org>>; Andy Henry, Senior Transportation Planner, DCHC MPO, 919-560-4366 ext. 36419, andrew.henry@durhamnc.gov <<mailto:andrew.henry@durhamnc.gov>>

INFORMATION: The Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO) is in the process of developing the 2050 Metropolitan Transportation Plan (MTP) to guide transportation investment during the next thirty years. The development of an MTP is a federal requirement for regional transportation organizations and is updated with a new plan every five years. The DCHC MPO area includes all of Durham County, a portion of Orange County including the towns of Chapel Hill, Carrboro and Hillsborough, and northeast Chatham County. The 2050 MTP is being prepared in partnership with the Capital Area MPO (CAMPO) which covers Wake County, and portions of Granville, Franklin, Johnston and Harnett counties. The 2050 MTP Goals and Objectives, which were adopted by both the MPO and CAMPO boards in 2020, can be found as Attachment B.

More information about the DCHC MPO and the MPO planning process can be found in Attachment C and on the DCHC MPO website ([DCHC MPO - 2050 MTP](https://www.dchcmpo.org/who-we-are/overview) <<https://www.dchcmpo.org/who-we-are/overview>>).

Once transportation goals, objectives, and targets for the region are defined, socioeconomic data is reviewed to understand future population and employment changes. Then a deficiency analysis and needs assessment is completed to determine where investment is needed based on different scenarios. Potential needs are based on the anticipated growth using existing transportation networks, and transportation projects that are committed but are not yet completed (referred to Existing plus Committed or E + C). During the alternative analysis step, future scenario are considered taking into account a combination of infrastructure investment and potential land

use development-such as “moderate development” or “aspirational with enhanced transit.” Potential alternatives are analyzed and a preferred option selected. The preferred option is then used to develop the list of transportation improvement projects. While the modeling aspects of the MTP analysis helps inform where infrastructure improvements may be warranted, the selection of projects is guided by local policy.

The DCHC MPO is currently seeking feedback from the member jurisdictions in preparation for selecting a preferred alternative. Three (3) alternatives demonstrating potential futures for the Triangle region's transportation system were developed and modeled. Each scenario has been evaluated against performance measures tied to a set of eight (8) goals which were approved by both the DCHC MPO Board and CAMPO Board in 2020 (Attachment B). The three alternatives are outlined below.

1. Plans and Trends - A ‘business-as usual’ scenario which distributes 2050 projections of population and employment based on existing land use plans and makes transportation improvements based on the 2045 MTP.
2. Shared Leadership - This scenario increases the intensity and mix of land uses at major employment hubs and travel corridors, as well as assuming increased funding for transit facilities and services, with a few roadway improvements.
3. All Together - An equity focused scenario that increases the intensity and mix of land uses at major employment hubs and travel corridors and focuses on creating links for minority, low-income, and zero-car households to jobs. Transportation improvements are more focus on walking and biking facilities plus transit services in major corridors, with fewer roadway capacity improvements.

This phase of the plan was released for public comment on July 29th, and will be open for comment through September 15th. The public engagement activities that have been conducted so far are outlined below. The Town has been providing updates on the MTP and opportunities for public engagement via news releases on the Town’s website and other forms of social media.

- Project webpage: see alternatives Tab at [DCHC MPO - 2050 MTP <https://www.dchcmpo.org/what-we-do/programs-plans/transportation-plans/2050-metropolitan-transportation-plan>](https://www.dchcmpo.org/what-we-do/programs-plans/transportation-plans/2050-metropolitan-transportation-plan)
- Project survey: [DCHC MPO - 2050 MTP Survey <https://publicinput.com/Triangle2050Plan>](https://publicinput.com/Triangle2050Plan)
- Online workshops (Jointly with CAMPO) held on 8/19 at Noon and 4:30pm
- Presentations to local boards and commissions
- Public hearing at September 1st DCHC MPO Board meeting. More info can be found at: [DCHC MPO Board Meeting - 9/1/2021 <https://dchcmpo.legistar.com/MeetingDetail.aspx?ID=821709&GUID=B7E642E7-6FE9-4E18-AC4B-1EBD069561F8&Options=&Search>](https://dchcmpo.legistar.com/MeetingDetail.aspx?ID=821709&GUID=B7E642E7-6FE9-4E18-AC4B-1EBD069561F8&Options=&Search>)
- In-person pop-ups (in development)
- Four focus groups for MPO targeted communities of concern
- Distribution of information via Town of Carrboro social media platforms
- Other notifications via DCHC MPO email service, public affairs notices, and social media

Based on the current schedule, the MPO staff anticipates adopting a preferred alternative sometime in October 2021, and adopting the 2050 MTP in January 2022. The major project milestones in 2050 MTP are outlined

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below:

- September 2020 - DCHC MPO Board adopts 2050 MTP goals and objectives
- April 2021 - Deficiency analysis & needs assessment
- July/August 2021 - Alternatives analysis
- October 2021 - Preferred alternative
- January 2022 - Adoption of 2050 MTP & air quality conformity
- February 21, 2022 - Deadline for adoption of 2050 MTP per federal requirements.

FISCAL & STAFF IMPACT: There are no impacts associated with receiving the presentation.

RECOMMENDATION: Staff recommends that the Town Council consider the resolution provided (Attachment A) receiving the presentation and providing comments as may be desired.

A RESOLUTION RECIVING A PRESENTATION ON THE DCHC-MPO 2050
METROPOLITAN TRANSPORTATION PLAN

WHEREAS, all Metropolitan Planning Organizations (MPOs) are federally mandated to prepare Metropolitan Transportation Plans (MTPs) every five year to address future transportation infrastructure needs; and

WHEREAS, transportation projects must be included in the MTP to be eligible to receive state funding; and

WHEREAS, the draft DCHC MPO MTP includes highway, bicycle, and pedestrian project recommendations for the Town of Carrboro; and

WHEREAS, the public comment period for the Alternatives Analysis phase of the 2050 MTP was opened on July 29, 2021 and will extend through September 15, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that the Council receives the presentation on the draft MTP.

BE IT FURTHER RESOLVED, that the Carrboro Town Council offers the following comments:

This is the 14th day of September, 2021.

DCHC MPO -- 2050 MTP -- Goals and Objectives

Goals	Objectives
I. Protect the Human and Natural Environment and Minimize Climate Change	<ul style="list-style-type: none"> a) Reduce transportation sector emissions b) Achieve net zero carbon emissions c) Reduce negative impacts on natural and cultural environment
II. Ensure Equity and Participation	<ul style="list-style-type: none"> a) Ensure that transportation investments do not create disproportionate negative impacts for communities of concern b) Ensure equitable public participation among communities of concern
III. Connect People and Places	<ul style="list-style-type: none"> a) Increase mobility options for all communities -- particularly communities of concern b) Achieve zero disparity of access to jobs, education, and other important destinations by race, income, or other marginalized groups
IV. Ensure That All People Have Access to Multimodal and Affordable Transportation Choices	<ul style="list-style-type: none"> a) Enhance transit services, amenities and facilities b) Improve bicycle and pedestrian facilities c) Increase utilization of affordable non-auto travel modes
V. Promote Safety, Health and Well-Being	<ul style="list-style-type: none"> a) Achieve zero deaths and serious injuries on our transportation system b) Provide all residents with active transportation choices
VI. Improve Infrastructure Condition and Resilience	<ul style="list-style-type: none"> a) Increase proportion of highways and highway assets in 'Good' condition b) Maintain transit vehicles, facilities, and amenities in the best operating condition c) Improve the condition of bicycle and pedestrian facilities and amenities d) Promote resilience planning and practices e) Support autonomous, connected, and electric vehicles

DCHC MPO -- 2050 MTP -- Goals and Objectives

Goals	Objectives
VII. Manage Congestion & System Reliability	a) Allow people and goods to move with greater reliability b) Increase efficiency of existing transportation system through strategies such as Transportaiton Demand Management (TDM) and Intelligent Transportation Systems (ITS)
VIII. Stimulate Inclusive Economic Vitality	a) Ensure equitable distribution of transportation investments especially to communities of concern b) Improve freight movement c) Coordinate land use and transportation d) Invest in cost-effective solutions to improve travel reliability and safety e) Improve project delivery for all modes



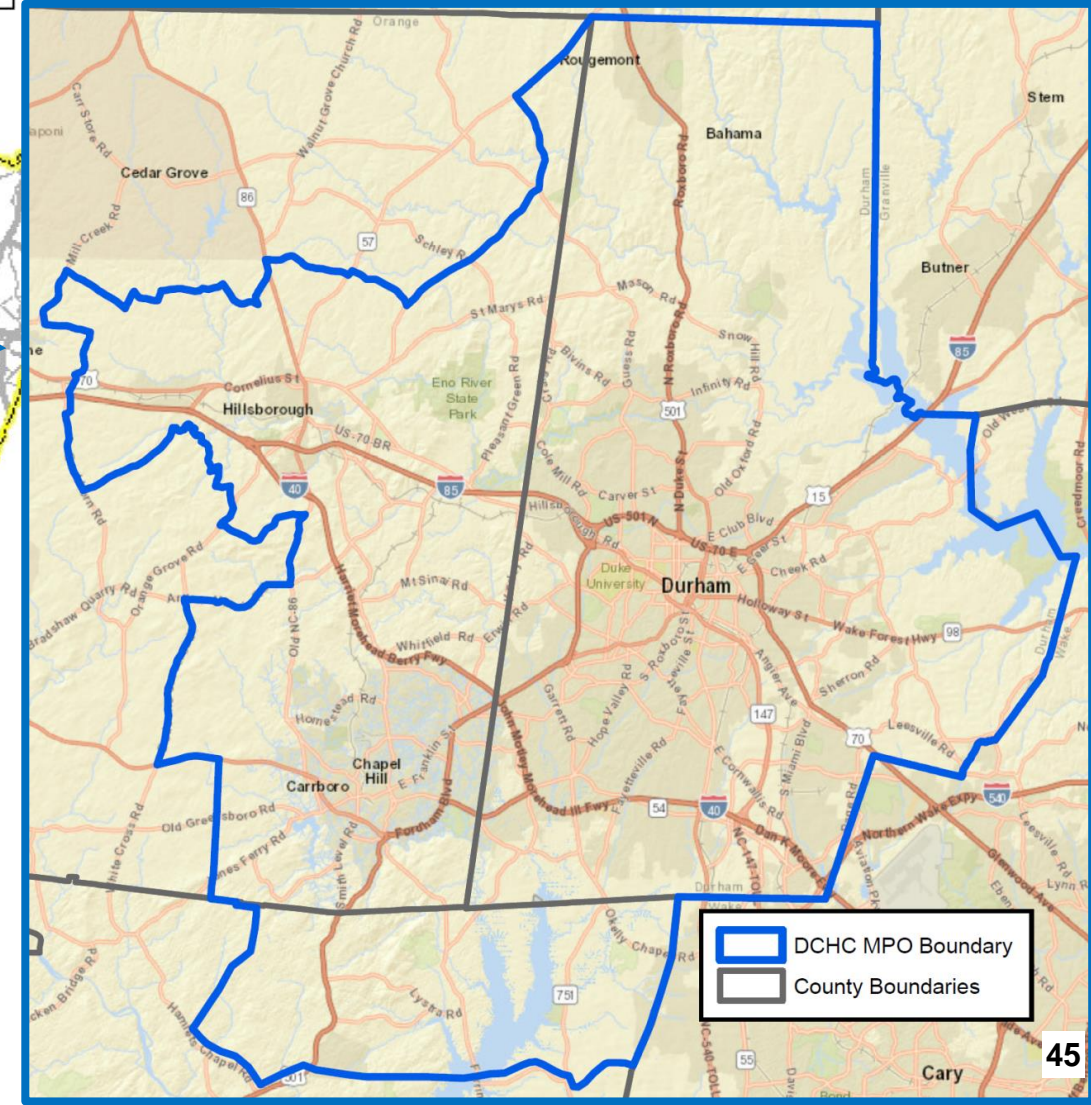
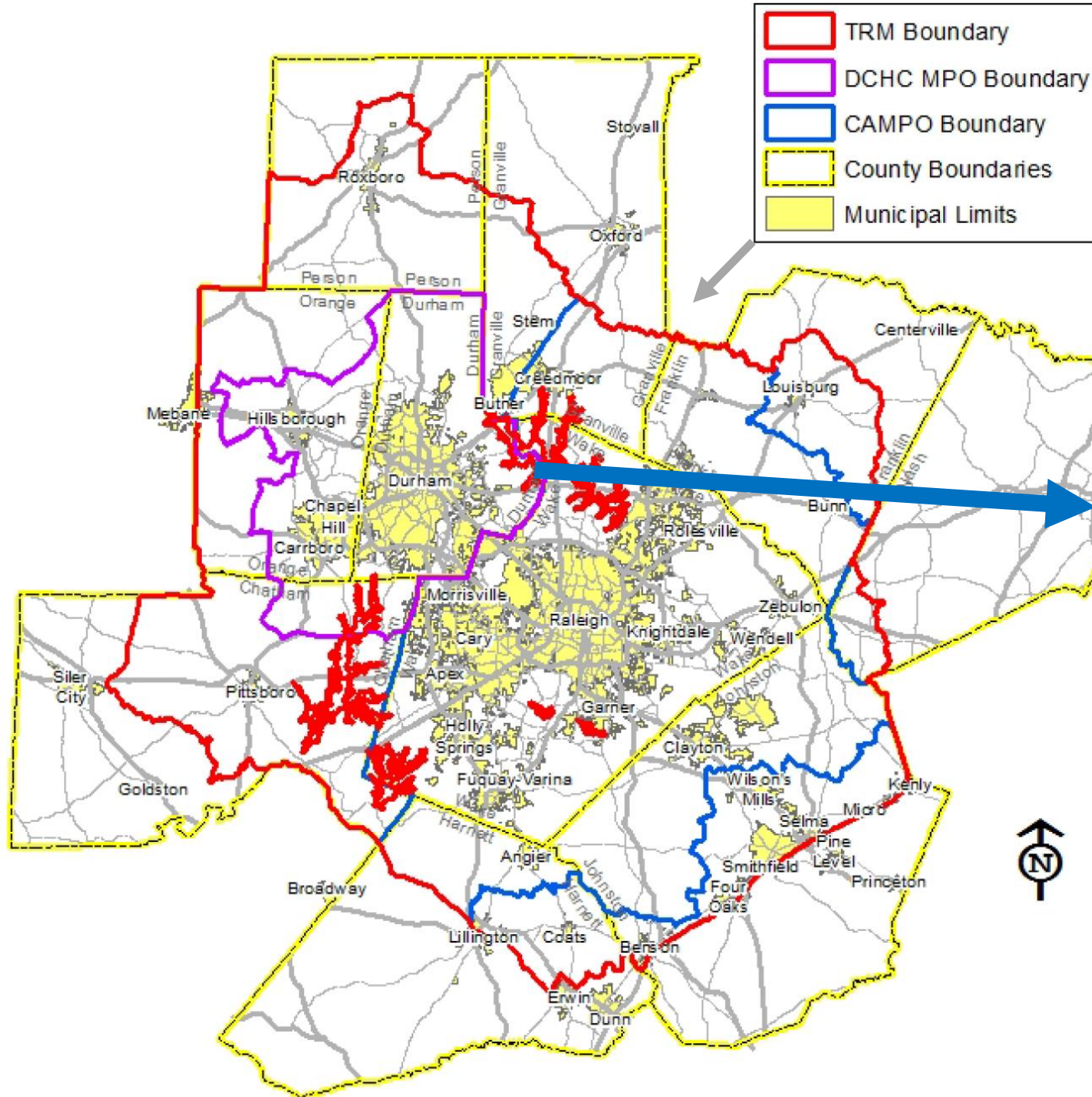
What is the DCHC MPO?

Durham–Chapel Hill Carrboro Metropolitan Planning Organization

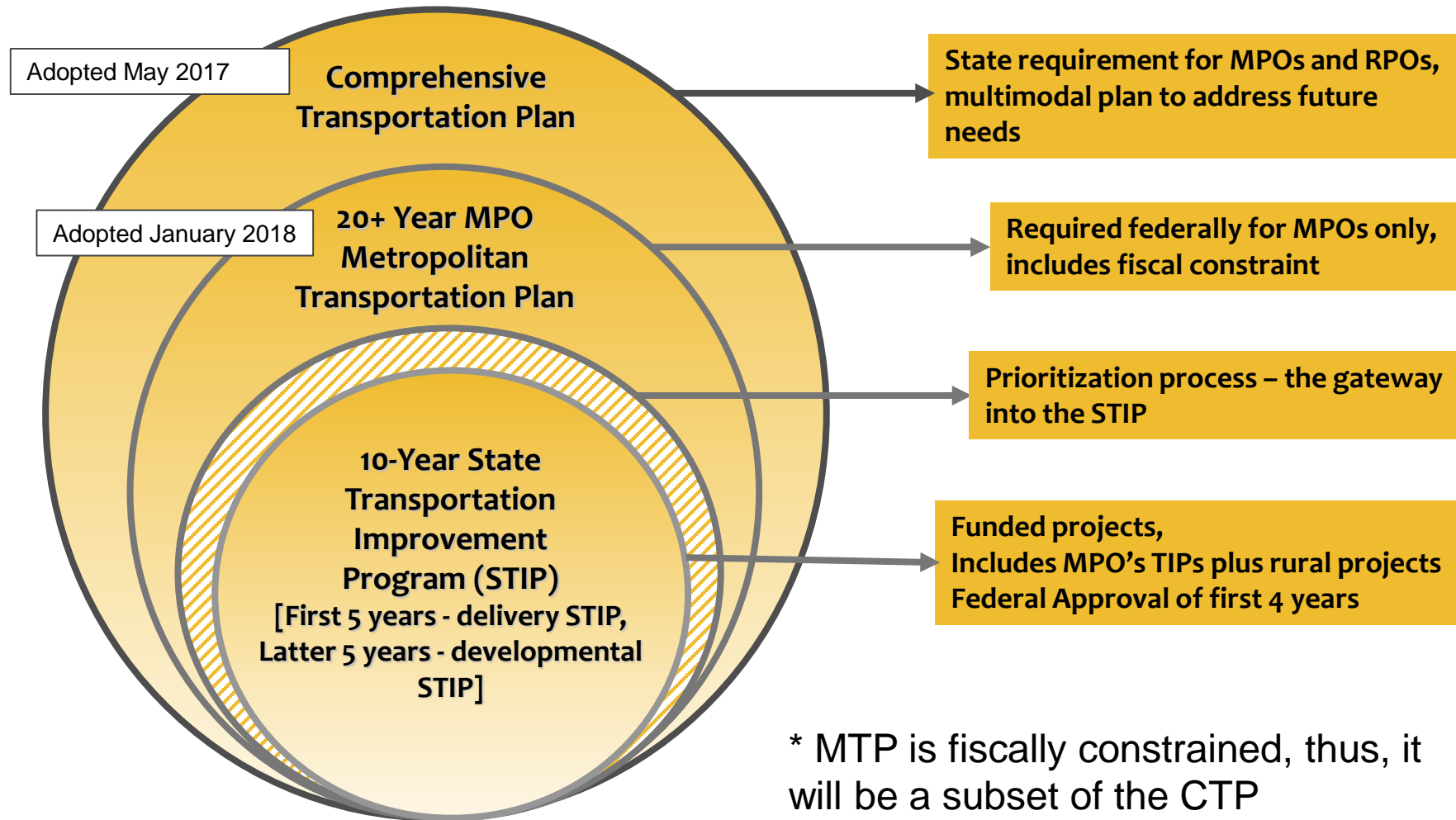
- ▶ Responsible for planning and programming state and federal transportation funding in
 - Durham City and County, and
 - Parts of Orange County and Chatham County.
- ▶ Federal mandate – MPO must plan and approve use of federal transportation funding
- ▶ Policy Board -- Composed mostly of local elected officials from member jurisdictions and counties.

- Damon Seils – Member
- Lydia Lavelle – Active Alternate Member

What is DCHC MPO Area?



Transportation Planning Framework



What is the 2050 Metropolitan Transportation Plan (MTP)?

- ▶ Describes highway, transit and other transportation projects to address future transportation deficiencies through year 2050.
- ▶ Assumptions – based on future land use, population and employment.
- ▶ Fiscal Constraint – Anticipated revenues must cover anticipated project costs.
- ▶ Funding – Projects must be in MTP to receive state and federal funding (via Transportation Improvement Program – TIP)
- ▶ Used for Planning
 - e.g., In development review, use MTP to reserve right-of-way for future highway and fixed guideway projects



Town of Carrboro

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Agenda Item Abstract

File Number:21-284

Agenda Date: 9/14/2021

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Status Report on American Rescue Plan Act Funding

PURPOSE: To amend the ARPA Grant Project Ordinance to reflect the final award amount; update the Council on grants to small businesses and provide information on interviews with nonprofit/human services organizations and the first steps for obtaining public input on possible ARPA priorities.

DEPARTMENT: Town Manager, Economic Development, Finance, Communication and Engagement, and Housing & Community Services

CONTACT INFORMATION: Richard White, 919-918-7315; Jon Hartman-Brown, 919-391-7846; Arche McAdoo, 919-918-7439; Catherine Lazorko, 919-918-7314; Rebecca Buzzard, 919-918-7438.

INFORMATION: On May 4, 2021 the Carrboro Town Council adopted a Grant Project Ordinance to recognize Local Fiscal Recovery funding under the American Rescue Plan Act in the amount of \$6.2 million; and, directed that a Special Revenue Fund be established to account for these funds. This Grant Ordinance also established that the Town Council would review and approve specific programs and/or activities to be carried out with these funds and authorized the Town Manager to enter into necessary agreements to secure ARPA funds.

On June 22, 2021, the Town Council amended the ARPA Grant Project Ordinance (Ordinance No. 18/2020-21) and appropriated \$2,359,525 of ARPA funds for the following purposes:

Grants to Small Businesses	\$ 300,000
Essential Employee Pay	\$ 224,795
Town Revenue Replacement	<u>\$1,834,730</u>
Restricted Unallocated	<u>\$3,840,475</u>
Total ARPA Grant	\$6,200,000

Since the Town is a non-entitlement entity and will receive funds from the State of North Carolina, the Town Manager has entered into an agreement with the State of North Carolina for an estimated grant amount of \$6,753,198.84 (\$553,198 more than the initial estimate). The Town has received the first disbursement of \$3,376,599.42 and will receive the balance of the award within one year. Attachment A is an amendment to the Grant Project Ordinance to increase the revenue by \$553,198 and increase the restricted unallocated funds by the same amount.

Grants to Small Businesses Update: The Town Council authorized staff on June 22, 2021 to develop a grant program to distribute up to \$300,000 of the ARPA funds to mitigate the negative economic impact on small businesses. The areas of eligible grant fund uses included marketing and advertising, training new under- or unskilled employees, back rent and utilities, COVID-19 loan repayment (non-federal), and capital expenditures to adapt a business to a post-COVID-19 environment. A policy has been developed with the previously approved criteria, and public input was sought to gather feedback for improvements and business needs to be included in the policy. Due to some of the changes and language used in the grant policy, the Town Attorney advises that this policy be formally approved by the Town Council before proceeding with the program. After Council approval, staff will begin administering the grant program and open the application period. Council's consideration of the policy is scheduled for September 21st.

Nonprofits/Human Services Organizations: On June 22, 2021, the Town Council supported the approach that Housing and Community Services staff engage with nonprofits over the summer to learn about community needs and emerging issues in order to assess the organizational impact of COVID-19 on nonprofits. This decision was made with acknowledgment that the Human Services funding would be released in early FY21-22 and could potentially cover any urgent needs.

Housing and Community Services staff member Anne-Marie Vanaman contacted 47 nonprofits who have received Human Services funding and conducted 32 interviews with nonprofits who expressed interest in ARPA funding. The nonprofits expressed gratitude for past Town support, for the individual outreach, and for the desire to allocate some ARPA funding to their organizations and the community.

Emerging trends reported in these meetings include needs specific to mental health services, domestic violence services, childcare and early education, housing assistance/eviction prevention, and the negative financial impact of the pandemic on the nonprofit agencies.

Staff will be meeting in the next few weeks to create a framework to assist Council with discussion and key decisions in the development of a ARPA funding plan including assistance to nonprofits/human services organizations.

Revenue Replacement: We have calculated revenue replacement using the calculator and instructions provided by U. S. Treasury; however, Treasury has not issued final regulations. Because there is a possibility that these instructions and calculations may change, we have not actually transferred these funds.

Community Engagement: The Interim Final Rule published by the U.S. Treasury emphasizes the importance of public input, transparency, and accountability. These Rules urge ARPA funds recipients to engage constituents and communities in developing plans to use ARPA payments.

As the Town prepares for the allocation of ARPA funds, community input will help assess the needs of Carrboro residents and explore how funding can align with local priorities. Communication staff will initially prepare a webpage to provide information about the ARPA Funds. Additional communication and engagement

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activities will support the established framework to consider how best to use the funds.

FISCAL & STAFF IMPACT: The amended Grant Project Ordinance will increase funding from \$6,200,000 to \$6,753,198.84. Staff impact will include time allocation for administration, disbursement, and monitoring of grant funds, and community engagement and outreach.

RECOMMENDATION: The Town Council adopt Attachment A, amendment to the ARPA Grant Project Ordinance; and receive the status report on the ARPA program.

**AMENDMENT TO AMERICAN RESCUE PLAN ACT GRANT PROJECT
ORDINANCE No. 18/2020-21**

WHEREAS, the Town Council adopted Project Ordinance No. 18/2020-21 on May 4, 2021 to establish a Special Revenue Fund to account for funds under the American Rescue Plan Act (ARPA); and,

WHEREAS, the Town Council subsequently amended this grant project ordinance on June 22, 2021.and,

WHEREAS, the estimated funds to be received from the ARPA program has now increased from \$6,200,000 to \$6,753,198.84; and,

WHEREAS, the Town Council deems it appropriate and in the best interest of the Town to make available revenues from the ARPA to aid in the Town's pandemic rescue and recovery efforts.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CARRBORO THAT:

1. The revenue appropriation of ARPA funds has increased from \$6,200,000 to \$6,753,198.84.
2. ARPA revenues identified in #1 above are appropriated for the following expenditures:

Expenditures

Grants to Small Businesses	\$ 300,000.00
Essential Employee Pay	\$ 224,795.00
Town Revenue Replacement	\$ 1,834,730.00
Restricted Unallocated Funds	<u>\$ 4,393,673.84</u>
Total Expenditures	\$6,753,198.84

3. All other provisions of the ARPA Grant Project Ordinance shall remain in effect
4. The Town's Finance Officer is authorized to make adjustments to the General Ledger to reflect these revenues and appropriations for the various efforts.
5. Within five (5) days after adoption of this ordinance, the Town Clerk shall file a copy of this ordinance with the Finance Officer,
6. This ordinance if effective upon adoption by the Town Council.